

EXHIBIT A



327 SE Loop 338 Odessa, TX 79762

August 21, 2017

Michael S. McGough
12537 Wexcroft Lane
Alpharetta, Georgia 30009

Dear Mike:

Saulsbury Industrial Group, LLC is pleased and excited to extend to you the following conditional offer of employment for the salaried-exempt position of Vice President and Chief Nuclear Officer. Your date of hire is anticipated to be September 5, 2017, should you accept this offer which is valid for two (2) weeks from the date of this letter.

POSITION LOCATION

Your home office will be your current home location in Alpharetta, GA. As your base office, you will operate from your home address. You will also have a designated office in Dallas, TX, and will travel to the Dallas office as required.

SALARY

1. You will be paid a base monthly salary of \$27,083.34, equal to \$6,250.00 per week, subject to applicable state and federal withholding taxes. You will be expected to work the scheduled work hours established for your operation location or such hours as may be required to meet your accountabilities.
2. You will be eligible to participate in the Company's annual Short-Term Incentive (STI) plan in 2017, which provides an additional earning opportunity with an



327 SE Loop 338 Odessa, TX 79762

incentive target of 100% of your actual base salary earned during the Plan Year (January 1st – December 31st). The plan contains multiple components including, but not limited to, budgeted profitability and a combination of operational and individual objectives, which will be reviewed with you after your employment begins. As a new STI Participant, it is important to note that the incentive target for all Participants is based upon the actual base salary earned during the Plan Year. This method equitably accounts for any salary adjustments that occur during a Plan Year and for the proportion of the Plan Year actually worked by new participants in the Plan.

3. You will be eligible on an annual basis to be considered for participation in the Company's Long Term Incentive Plan (LTI) at the same level as other executives similarly situated in the Company. Approval for LTI participation is granted annually, on a year-to-year basis, by the Company's Board of Directors and the Senior Management team.
4. The Company will provide a reimbursement of up to \$2,500 per year to offset the cost of comprehensive wellness examinations with appropriate documentation of the expense.

COMPANY PROVIDED ASSETS

In consideration of Saulsbury providing Company owned assets such as computers, i-pads, cellular phones, monitors and any and all electronic devices and/or accessories, you hereby agree that if you resign or are terminated from your position with Saulsbury for any reason and fail to return Company owned asset (s) within five (5) days from your date of separation, you authorize Saulsbury to deduct from your final wages, the replacement cost of non-returned assets. You also acknowledge by your signature and agree that this wage deduction authorization is for a lawful purpose. You also understand and agree that Saulsbury's ability to make the deductions from your wages as set forth above is in addition to any other remedies available to Saulsbury by law or in equity. Further, you agree to pay Saulsbury the difference between the deductions



327 SE Loop 338 Odessa, TX 79762

made by Saulsbury from your wages and the amount owed to Saulsbury after such deductions from your wages. Upon joining Saulsbury Mr. McGough will gift his iPad and iPhone to Saulsbury and transfer the billing responsibility for the associated accounts to the company. Company email accounts and any other required software will be loaded to both devices, as well as the company-provided laptop computer, such that email, contacts and calendars are in synch on all three devices. Should Mr. McGough depart from the company the iPad and iPhone hardware, in their then-current configuration, will be returned to Mr. McGough, along with the associated phone numbers. All company email and other accounts will be deleted from the devices upon his departure.

REPORTING RELATIONSHIP

Your accountabilities and expectations in your role will be reviewed with you by your supervisor, David Clem, Senior Vice President and Chief Operating Officer.

BENEFITS

You are considered a Level 5 employee eligible for Level 5 Employer Benefits which are effective upon your date of hire. The current Company health, disability and dental insurance coverage, Paid Time Off (PTO), and 401(k) plan are provided per Company policy. In accordance with our 401(k) plan, participation eligibility will be the first of the quarter following six (6) months of continuous employment. A copy of the Level 5 Employee Benefit Guide and PTO Plan is included for your review. PTO accrual begins with the first pay cycle of your employment and PTO must be approved by your supervisor prior to scheduling time off. The Company has established your annual PTO accrual rate equal fifteen (15) days, plus holidays. If separation of employment occurs within 6 months of your date of hire, accrued but unused PTO will not be paid.



327 SE Loop 338 Odessa, TX 79762

REQUIREMENTS

This offer is conditioned on a satisfactory background check, your compliance with the Company's Substance Abuse Policy which includes a pre-employment drug screen, the Company's Fleet Policy, and an acceptable Motor Vehicle Record which is required to operate Company owned, leased, or rented vehicles. You must also meet any and all training required in accordance with Saulsbury Industries Policies and Procedures and that of the Client, if applicable. Acceptable results of a background screen are also a condition of this offer of employment.

EMPLOYMENT SECURITY

If your employment is terminated by the Company for any reason other than for cause during the first year of your employment, you will receive a one-time severance payment of \$325,000.00. During the second year of your employment, if you are terminated for any reason other than for cause, you will receive a pro-rated portion of \$325,000.00, reduced by 1/12 for each month you are employed after your first year of employment. Cause shall be defined as (i) a felony conviction, or (ii) gross negligence or willful misconduct, fraud, dishonesty, malfeasance or gross incompetence that results in material damage to the company. After the conclusion of your second year of employment, no severance payment will be made to you should your employment be terminated. Your employment relationship with the Company is "at will", and can be terminated at any time, for any lawful reason, the above-mentioned employment security terms notwithstanding. Any/all severance payments will be paid to you only in exchange for a signed Separation and Release Agreement provided by the Company at the time of termination.

We are excited about you joining the Saulsbury team and feel that your leadership and experience will help grow our Nuclear Division, and that our relationship should be mutually beneficial to both you and Saulsbury.



327 SE Loop 338 Odessa, TX 79762

We hope that you will find this offer of employment acceptable and we look forward to working together. Please call me directly at 432-438-6318 if you have any questions.

To accept this job offer:

1. Sign and date this job offer letter indicated below and email the entire offer letter to Marty Kunz at mkunz@saulsbury.com
2. You will be notified of your orientation date at which time the on-boarding process, including drug testing, training, and paperwork will be completed.

To decline this job offer:

1. Sign and date this job offer letter where indicated below.
2. Email all pages of this job offer to Marty Kunz at mkunz@saulsbury.com

Sincerely,

Marty J. Kunz, SPHR
Vice President, Human Resources
Saulsbury Industries



327 SE Loop 338 Odessa, TX 79762

Accept Job Offer

By signing and dating this letter below, I, Mike McGough, accept this offer of employment by Saulsbury Industries for the position of Vice President and Chief Nuclear Officer.

Signature: Michael S. McGough
Date: 8/21/17

Decline Job Offer

By signing and dating this letter below, I, Mike McGough, decline this offer of employment by Saulsbury Industries for the position of Vice President and Chief Nuclear Officer.

Signature: _____

Date: _____